

**GUILFORD COUNTY CONTRACT NO. 110015-04/13-237, AMENDMENT NO. 3
POOL PROFESSIONALS OF THE TRIAD, INC. (PROVIDER)**

"COUNTY"

STATE OF NORTH CAROLINA
GUILFORD COUNTY

THIS CONTRACT is hereby made, entered into this 1st day of April, 2016, and effective April 1, 2016, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and POOL PROFESSIONALS OF THE TRIAD, INC., a corporation with a place of business in Greensboro, North Carolina, hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."

W I T N E S S E T H :

WHEREAS, the Parties entered into a Contract on April 1, 2013, and made a first amendment on April 1, 2015, and a second amendment effective April 1, 2015, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY:

Pool Management and Lifeguard Services for Northeast Park, Bur-Mil Park and Hagan Stone Aquatic Centers; and

WHEREAS, the initial Contract may be revised or amended with a written Contract Amendment executed by both Parties; and,

WHEREAS, the Parties now wish to amend the terms of the Contract by reflecting a three percent (3%) increase for services to the Northeast Park, Bur Mil Park, and Hagan Stone Aquatic Center effective April 1, 2016 through March 31, 2017 pursuant to the PROVIDER exercising its option to extend its second of three additional one (1) year renewals as outlined in the Contract entered into on April 1, 2013.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this amendment, the following changes are hereby made to the initial Contract and the Contract Amendment dated April 1, 2016 as follows:

1. Goods and/or Services and Changes. The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract Amendment executed by the Parties.

2. Pricing. As full consideration for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as set out in **Attachments A (Northeast), B (Bur-Mil), and C (Hagan Stone)**, as applicable. The amounts for Northeast Park and Bur-Mil Park represent a three (3) percent increase (an increase of \$2,085.00 and \$2,145.00, respectively) and an increase of \$20,100.00 for Hagan Stone pursuant to the prices set out in the previous Amendment 1 which is consistent with the amounts set forth in Amendment 2.

The maximum financial exposure to the COUNTY for the period April 1, 2016 through March 31, 2017 for all goods and/or services hereunder is not to exceed **\$189,930** during the term of this Contract Amendment as follows:

PARK	FY 2016-17
Northeast	71,585
Bur-Mil	73,645
Hagan Stone Aquatic	44,700
TOTALS	189,930

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In the event that the PROVIDER exercises its option to extend its third of three additional one (1) year renewals as outlined in the Contract entered into on April 1, 2013 for the fiscal year 2017 – 2018, **the amounts for Northeast Park, Bur-Mil Park, and Hagan Stone Aquatic Center will incur a three percent (3%) increase (an increase of \$2,212.00, \$2,276.00, and \$1,381.00, respectively) from the prices set forth for the FY 2016 – 2017, effective on April 1, 2016, referenced above in the maximum exposure amount of \$195,628.**

The PROVIDER must provide written notification to the COUNTY of the PROVIDER'S intent to exercise its option to make its third and final one (1) year renewal at least sixty (60) days prior to the expiration of this Amendment 3 on March 31, 2017 in order for the third and final one (1) year renewal to become effective under this Amendment 3.

If the PROVIDER effectively activates its third and final one (1) year renewal for the period April 1, 2017 through March 31, 2018, the maximum financial exposure to the COUNTY that period for all goods and/or services hereunder is not to exceed **\$195,628** during that term as follows:

PARK	FY 2017-18
Northeast	73,732
Bur-Mil	75,855
Hagan Stone Aquatic	46,041
TOTALS	195,628

As a result of the PROVIDER effectively activating its third and final one (1) year renewal for the period April 1, 2017 through March 31, 2018, the total combined maximum financial exposure to the COUNTY for the combined periods April 1, 2016 through March 31, 2017 and April 1, 2017 through March 31, 2018, for all goods and/or services hereunder is not to exceed **\$313,973** during those combined terms as follows:

PARK	FY 2016 – 2017	FY 2017 – 2018	TOTAL
Northeast	71,585	73,732	73,732
Bur-Mil	73,645	75,855	149,500
Hagan Stone Aquatic	44,700	46,041	90,741
TOTALS	189,930	195,628	313,973

Payment will be made to the PROVIDER by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

All other provisions of the initial Contract, as amended, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

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POOL PROFESSIONALS OF THE TRIAD, INC. (PROVIDER)

IN WITNESS WHEREOF, the COUNTY and PROVIDER have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

ATTEST:

Guilford County Clerk to Board

(COUNTY SEAL)

WITNESS:

Corporate Secretary	Date
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Printed Name: _____

(CORPORATE SEAL)

OR ☐ No Corporate Seal Exists _____
Initials

As to Pool Parties and Swim Lessons

This contract does not create an obligation to purchase and, therefore, has not been pre-audited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a pre-audit certificate.

N. Reid Baker, III
Guilford County Finance Director

**NORTHEAST PARK AQUATIC CENTER
PAYMENT INSTALLMENTS
2013-2017**

STANDARD POOL FEES AND PAYMENT. Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Sixty Nine Thousand Five Hundred Dollars (\$ 69,500.00) shall be due for the 2013 seasons. A payment of Six Thousand Nine Hundred Fifty Dollars (\$ 6,950.00) shall be due upon acceptance and shall be payable no later than April 1, 2013, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows:

January 1, 2013	\$0.00
February 1, 2013	\$0.00
March 1, 2013	\$0.00
April 1, 2013	\$ 6,950.00
May 1, 2013	\$ 12,510.00
June 1, 2013	\$ 12,510.00
July 1, 2013	\$ 12,510.00
August 1, 2013	\$ 12,510.00
September 1, 2013	\$ 12,510.00
October 1, 2013	\$0.00
November 1, 2013	\$0.00
December 1, 2013	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Sixty Nine Thousand Five Hundred Dollars (\$ 69,500.00) shall be due for the 2014 seasons. A payment of Six Thousand Nine Hundred Fifty Dollars (\$ 6,950.00) shall be due upon acceptance and shall be payable no later than January 1, 2014, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2014	\$ 6,950.00
February 1, 2014	\$0.00
March 1, 2014	\$0.00
April 1, 2014	\$0.00
May 1, 2014	\$ 12,510.00
June 1, 2014	\$ 12,510.00
July 1, 2014	\$ 12,510.00
August 1, 2014	\$ 12,510.00
September 1, 2014	\$ 12,510.00
October 1, 2014	\$0.00
November 1, 2014	\$0.00
December 1, 2014	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Seventy One Thousand Five Hundred Eighty Five Dollars (\$ 71,585.00) shall be due for the 2015 season. A payment of Ten Percent (10%) or Seven Thousand One Hundred Fifty Nine Dollars (\$ 7,159.00) shall be due upon acceptance and shall be payable no later than January 1, 2015, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2015	\$ 7,159.00
February 1, 2015	\$0.00
March 1, 2015	\$0.00
April 1, 2015	\$ 10,738.00
May 1, 2015	\$ 10,738.00
June 1, 2015	\$ 10,738.00
July 1, 2015	\$ 10,738.00
August 1, 2015	\$ 10,737.00
September 1, 2015	\$ 10,737.00
October 1, 2015	\$0.00
November 1, 2015	\$0.00
December 1, 2015	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Seventy One Thousand Five Hundred Eighty Five Dollars (\$ 71,585.00) shall be due for the 2015 season. A payment of Ten Percent (10%) or Seven Thousand One Hundred Fifty Nine Dollars (\$ 7,159.00) shall be due upon acceptance and shall be payable no later than January 1, 2016, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2016	\$ 7,159.00
February 1, 2016	\$0.00
March 1, 2016	\$0.00
April 1, 2016	\$ 10,738.00
May 1, 2016	\$ 10,738.00
June 1, 2016	\$ 10,738.00
July 1, 2016	\$ 10,738.00
August 1, 2016	\$ 10,737.00
September 1, 2016	\$ 10,737.00
October 1, 2016	\$0.00
November 1, 2016	\$0.00
December 1, 2016	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Seventy Three Thousand Seven Hundred Thirty Two Dollars (\$ 73,732.00) shall be due for the 2017 season. A payment of Ten Percent (10%) or Seven Thousand Three Hundred Seventy Four Dollars (\$ 7,374.00) shall be due upon acceptance and shall be payable no later than January 1, 2017, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2017	\$ 7,374.00
February 1, 2017	\$0.00
March 1, 2017	\$0.00
April 1, 2017	\$ 11,060.00
May 1, 2017	\$ 11,060.00
June 1, 2017	\$ 11,060.00
July 1, 2017	\$ 11,060.00
August 1, 2017	\$ 11,059.00
September 1, 2017	\$ 11,059.00
October 1, 2017	\$0.00
November 1, 2017	\$0.00
December 1, 2017	\$0.00

**BUR-MIL PARK AQUATIC CENTER
PAYMENT INSTALLMENTS
2013-2017**

STANDARD POOL FEES AND PAYMENT. Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Seventy One Thousand Five Hundred Dollars (\$ 71,500.00) shall be due for the 2013 seasons. A payment of Twelve Thousand Eight Hundred Seventy Dollars (\$ 12,870.00) shall be due for July, August and September for the remainder of the 2013 season. This amount is due for the remainder of the 2013 management contract.

January 1, 2013	\$0.00
February 1, 2013	\$0.00
March 1, 2013	\$0.00
April 1, 2013	\$ 7,150.00
May 1, 2013	\$ 12,870.00
June 1, 2013	\$ 12,870.00
July 1, 2013	\$ 12,870.00
August 1, 2013	\$ 12,870.00
September 1, 2013	\$ 12,870.00
October 1, 2013	\$0.00
November 1, 2013	\$0.00
December 1, 2013	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Seventy One Thousand Five Hundred Dollars (\$ 71,500.00) shall be due for the 2014 season. A payment of Ten Percent (10%) or Seven Thousand One Hundred Fifty Dollars (\$ 7,150.00) shall be due upon acceptance and shall be payable no later than January 1, 2014, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2014	\$ 7,150.00
February 1, 2014	\$0.00
March 1, 2014	\$0.00
April 1, 2014	\$0.00
May 1, 2014	\$ 12,870.00
June 1, 2014	\$ 12,870.00
July 1, 2014	\$ 12,870.00
August 1, 2014	\$ 12,870.00
September 1, 2014	\$ 12,870.00
October 1, 2014	\$0.00
November 1, 2014	\$0.00
December 1, 2014	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Seventy Three Thousand Six Hundred Forty Five Dollars (\$ 73,645.00) shall be due for the 2015 season. A payment of Ten Percent (10%) or Seven Thousand Three Hundred Sixty Five Dollars (\$ 7,365.00) shall be due upon acceptance and shall be payable no later than January 1, 2015, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2015	\$ 7,365.00
February 1, 2015	\$0.00
March 1, 2015	\$0.00
April 1, 2015	\$ 11,047.00
May 1, 2015	\$ 11,047.00
June 1, 2015	\$ 11,047.00
July 1, 2015	\$ 11,047.00
August 1, 2015	\$ 11,046.00
September 1, 2015	\$ 11,046.00
October 1, 2015	\$0.00
November 1, 2015	\$0.00
December 1, 2015	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Seventy Three Thousand Six Hundred Forty Five Dollars (\$ 73,645.00) shall be due for the 2016 season. A payment of Ten Percent (10%) or Seven Thousand Three Hundred Sixty Five Dollars (\$ 7,365.00) shall be due upon acceptance and shall be payable no later than January 1, 2016, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2016	\$ 7,365.00
February 1, 2016	\$0.00
March 1, 2016	\$0.00
April 1, 2016	\$ 11,047.00
May 1, 2016	\$ 11,047.00
June 1, 2016	\$ 11,047.00
July 1, 2016	\$ 11,047.00
August 1, 2016	\$ 11,046.00
September 1, 2016	\$ 11,046.00
October 1, 2016	\$0.00
November 1, 2016	\$0.00
December 1, 2016	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Seventy Five Thousand Eight Hundred Fifty Five Dollars (\$ 75,855.00) shall be due for the 2017 season. A payment of Ten Percent (10%) or Seven Thousand Five Hundred Eighty Six Dollars (\$ 7,586.00) shall be due upon acceptance and shall be payable no later than January 1, 2017, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2017	\$ 7,586.00
February 1, 2017	\$0.00
March 1, 2017	\$0.00
April 1, 2017	\$ 11,379.00
May 1, 2017	\$ 11,378.00
June 1, 2017	\$ 11,378.00
July 1, 2017	\$ 11,378.00
August 1, 2017	\$ 11,378.00
September 1, 2017	\$ 11,378.00
October 1, 2017	\$0.00
November 1, 2017	\$0.00
December 1, 2017	\$0.00

*Hoguen Stone Park
Payment Installments
2015-2017*

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16. **STANDARD POOL FEES AND PAYMENT.** Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Forty Four Thousand Seven Hundred Dollars (\$ 44,700.00) shall be due for the 2015 and 2016 seasons. A payment of Ten Percent (10%) of Four Thousand Four Hundred Seventy Dollars (\$ 4,470.00) shall be due upon acceptance and shall be payable no later than April 1, 2015, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2015	\$0.00	January 1, 2016	\$0.00
February 1, 2015	\$0.00	February 1, 2016	\$0.00
March 1, 2015	\$0.00	March 1, 2016	\$0.00
April 1, 2015	\$ 4,470.00	April 1, 2016	\$ 4,470.00
May 1, 2015	\$ 8,046.00	May 1, 2016	\$ 8,046.00
June 1, 2015	\$ 8,046.00	June 1, 2016	\$ 8,046.00
July 1, 2015	\$ 8,046.00	July 1, 2016	\$ 8,046.00
August 1, 2015	\$ 8,046.00	August 1, 2016	\$ 8,046.00
September 1, 2015	\$ 8,046.00	September 1, 2016	\$ 8,046.00
October 1, 2015	\$0.00	October 1, 2016	\$0.00
November 1, 2015	\$0.00	November 1, 2016	\$0.00
December 1, 2015	\$0.00	December 1, 2016	\$0.00

Owner will pay Manager in full for services rendered as outlined in this Agreement. The total annual fee of Forty Six Thousand Forty One Dollars (\$ 46,041.00) shall be due for the 2017 season. A payment of Ten Percent (10%) or Four Thousand Six Hundred Five Dollars (\$ 4,605.00) shall be due upon acceptance and shall be payable no later than April 1, 2017, as shown on the schedule below. All subsequent payments will be made in installments and are due as follows.

January 1, 2017	\$0.00
February 1, 2017	\$0.00
March 1, 2017	\$0.00
April 1, 2017	\$ 4,605.00
May 1, 2017	\$ 8,288.00
June 1, 2017	\$ 8,287.00
July 1, 2017	\$ 8,287.00
August 1, 2017	\$ 8,287.00
September 1, 2017	\$ 8,287.00
October 1, 2017	\$0.00
November 1, 2017	\$0.00
December 1, 2017	\$0.00

17. **INDEMNIFICATION.** Manager shall not be liable for any injury or injuries to persons or property, other than those that are proximately caused by the gross negligence of the Manager, its employees, agents or independent contractors. Owner shall be responsible and shall indemnify Manager against liability for any and all damage, including all costs and attorneys' fees, except to the extent such liability is proximately caused by the gross negligence of Manager.